

LINE UK INTERNET LTD EMAIL PROTECTION SERVICE "TERMS AND CONDITIONS"

Line UK Internet Ltd and Customer (as identified on the Service Order Form) agree to the following Standard Terms and Conditions which may be supplemented by any additional terms referred to in the Agreement (the "Terms and Conditions"). The Service Order Form executed by Customer and these Terms and Conditions are collectively referred to as the "Agreement".

1. DEFINITIONS.

For the purpose of the Agreement, the following definitions shall apply:

- (a) "Malware" means: (i) Computer software or code, often referred to as a virus, designed to infiltrate (often through a self replicating mechanism) damage or carry out an undesirable event on a computer system without the owners informed consent. (ii) Spyware, which is software placed on a computer system without the owners knowledge or consent, or by misguiding the owner to grant consent, that often gathers information from a user. (iii) Phishing attack, which is an email or other internet content that attempts to fraudulently obtain information (often via a website), usually of a sensitive nature such as passwords or credit card details by masquerading as an official or otherwise trustworthy entity.
- (b) "Email" means any SMTP message sent or received through the service.
- (c) "Junk Email" means unsolicited commercial emails.
- (d) "Bulk Email" means a batch of emails in excess of one hundred (100) with nearly identical content sent to numerous recipients.
- (e) "Open Relay" means an SMTP email server that allows the relaying of email messages by a third-party.
- (f) "Open Proxy" means an HTTP server, computer system or application that allows the relay or proxy of web traffic by a third-party.
- (g) "Partner" and "Partners" means the direct trading partner of Line UK Internet Ltd through which parts of or all of the Services are provided. Details of such Partner and the Services to be provided will normally be disclosed on the Service Order Form.
- (h) "Supplier" the Partner through which the Services is provided.
- (i) "Initial Term" The initial term of this Agreement as specified in the Service Order Form.
- (j) "Renewal Term" means a successive term of equal length to the Initial Term.

2. SERVICE DESCRIPTION

Line UK Internet Ltd through it's Partners will provide Customer the services (the "Services"). Line UK Internet Ltd and or it's Partner may from time to time change, update and enhance the Services as it deems necessary.

3. OBLIGATIONS OF CUSTOMER

Customer agrees to provide Line UK Internet Ltd and or it's Partner with all relevant and technical data, information and assistance reasonably required to supply the Services. Such information to be provided with care, accuracy and completeness to the best of Customer's knowledge and ability.

Customer Agrees that Line UK Internet Ltd and it's Partner will not provide the Services to Customer or may withdraw the Services if customer is found to be in breach of Line UK Internet Ltd's Acceptable User Policy ("AUP") and the technical requirements required for the provision of the Service. Line UK Internet Ltd AUP can be found at <http://www.lineukinternet.net/aup>.

In the following Section, each of (i) to (iv) is herein deemed Prohibited Use.

Customer agrees not to: (i) use the Services for any unlawful purposes, use the Services in any manner which may infringe the rights of any person or entity, use the Services in violation of AUP; (ii) impersonate or falsely state or otherwise misrepresent any person or entity; allow any of its system which is connected to the service to be used as an Open Proxy, Open Relay, resell the Services or otherwise allow the use of the Services by any third-party users that are not bound by these Terms and Conditions; (iii) modify, decompile, disassemble, reverse engineer, or reproduce any component of Services, interfere with or disrupt the Services or any network connected with the Services; conduct any fraudulent activity including the propagation or initiation of any Malware; (iv) take a disproportionate or unreasonably large load - traffic, bandwidth or number of messages per user exceeding 150% of the average of all Line UK Internet Ltd's Partner customers that are using similar Services - on Line UK Internet Ltd's or Partner systems, Services, network or other infrastructure unless the Customer agrees to pay over-usage (normally in the form of over bandwidth) charges as may be set forth in this Agreement.

At the reasonable request of Line UK Internet Ltd or it's Partner, Customer agrees to provide to Line UK Internet Ltd or it's Partner, Feedback in the form of comments, suggested improvements, criticisms and other information with regards to the operation, functionality, features, bugs and performance of the Services. Customer additionally agrees to report to Line UK Internet Ltd or it's Partner any unusual or unplanned adverse performance issues discovered with the Services. Customer agrees that Line UK Internet Ltd and it's Partner has exclusive right to use such Feedback without notice or payment to Customer. Line UK Internet Ltd asserts that such use of the Feedback will be in accordance with the nondisclosure obligations set forth in the applicable section of this Agreement. Customer agrees not to disclose Feedback to any third-party without the express written consent of Line UK Internet Ltd.

4. SERVICE FEES; INVOICE; AUDIT

Customer will pay the Service Fees set out in the Service Order Form. Customer understands Service Fees are subject to change should Customer request an increased number of users for the Services or the addition of other Options, and at the discretion of Line UK Internet Ltd at the start of any Renewal Term. Customer shall pay all Service Fees within 15 days of the invoice date. Should the Customer cancel the Services either within the Initial Term or any Renewal Term, Customer shall not be entitled to a refund. Service Fees not received by the due date will be subject to interest at the rate of one and one-half percent (1.5%) per calendar month or the highest rate permitted by law whichever is lower. Line UK Internet Ltd and Partner at it's discretion shall have the right to audit Customer's compliance with the terms of this Agreement, including but not limited to the number of authorised users. Should an audit reveal Customer has underpaid the Service Fees due to Line UK Internet Ltd under the Agreement, Customer will remit such underpayment sums forthwith plus accrued interest on the underpayment at the rate of one and one-half percent (1.5%) per month or the highest rate permissible by applicable law, whichever is the lowest. Customer agrees that Line UK Internet Ltd may seek, obtain and use credit information about Customer.

5. TERM

Unless either party provide written notice to the other at least 30 days prior to the end of the then current term that it does not intend to renew the Agreement, the Agreement will automatically enter a Renewal Term. During any Renewal Term, the parties shall be bound by the provisions of these Terms and Conditions, which may be updated from time to time and published on Line UK Internet Ltd's web site

at <http://www.lineukinternet.net/terms>. Customer understands and agrees that billing and payment for the Services shall continue throughout the Initial Term and each Renewal Term until the termination of the Agreement as set out herein.

6. SYSTEM ADMINISTRATOR

Customer agrees to provide to Line UK Internet Ltd the technical contact information of Customer's system administrator ("Customer System Administrator") who Customer hereby authorises and directs to act on behalf of Customer and provide the information required by Line UK Internet Ltd and its Partner to configure, provide and manage the Services.

Line UK Internet Ltd may provide Customer with a confidential access information to the administration tool. Customer agrees that only the System Administrator will have access to the confidential access information which shall remain the Confidential Information of the Supplier.

7. CUSTOMER SERVICE

Customer Service and technical support for the Services provided under this Agreement is provided by Line UK Internet Ltd. Unless otherwise specified in writing by Line UK Internet Ltd, Customer agrees that it will seek technical support directly from Line UK Internet Ltd. The Terms of such customer support is set forth on the website of Line UK Internet Ltd's <http://saasemailsupport.lineukinternet.net>. From time to time, Line UK Internet Ltd and/or Partner may perform maintenance on the service and may temporarily suspend the Services. Within commercial reason, Line UK Internet and/or Partner as applicable will make every effort to minimise any disruption to the Services.

8. SERVICE SUSPENSION

The Services may be suspended by Line UK Internet Ltd or its Partner as follows: (i) immediately should Line UK Internet Ltd or its Partner find it necessary to terminate any Prohibited Use whether directed at or originating from Customer's domains, network or servers, or; (ii) upon written notice to Customer should Customer be in breach of this Agreement and fails to correct such breach to the satisfaction of Line UK Internet Ltd or Line UK Internet Ltd's Partner within five (5) days of Line UK Internet Ltd or Partner's written notice of the breach. Suspension of the Services shall not be prejudicial to any rights or liabilities accruing either prior to or during the suspension, including but not limited to Customer's obligation to pay the Service Fees.

9. TERMINATION

This Agreement may be terminated by Line UK Internet or its Partner upon email notice to Customer: (i) in the event that Customer's payment of any non-disputed Service Fees is not received by Line UK Internet Ltd within thirty (30) days of the invoice date or the due date (ii) Customer fails to remedy any breach giving rise to a Suspension of Services; (iii) Customer is in material breach of this Agreement; or (iv) Line UK Internet Ltd or Line UK Internet's Partner reasonably determines that Customer's traffic volume is disproportionately large. In such an event, as a pre-requisite to continuing Services, Line UK Internet Ltd or its Partner may request that Customer enter negotiation regarding a Service Fee adjustment. Within thirty (30) days of the termination or expiry of this Agreement, Customer agrees to return to Line UK Internet Ltd or Line UK Internet Ltd's Partner, all materials provided to Customer under this Agreement and Certifies in writing that such return has been carried out.

10. SECURITY

Customer understands that although information transmitted to Line UK Internet Ltd and/or Partner is stored in secured environments, no data transmitted over the Internet can be guaranteed to be 100% secure. Customer is responsible for maintaining the security of its servers, applications, networks and all access passwords or pass codes. Customer understands that Line UK Internet Ltd and its Partners are not responsible for any interruption or interception of any email or other communication through the Internet.

11. THIRD PARTIES

Whilst the Services may contain products or services of independent third parties, such as Malware definitions or URL filters and algorithms, Line UK Internet Ltd and Partners makes no warranty to the accuracy of any such third party information. The following Sections contains third party licensors that are beneficiaries of the Agreement: 3, 5, 6, 8-10, 12, 13.

12. PRIVACY & CONFIDENTIALITY

The parties agrees, understands and undertakes that during the Term of this Agreement and for three (3) years thereafter, any information of a confidential nature which becomes known to the receiving party from the disclosing party ("Confidential Information") will be kept confidential and will not be used for its own purposes without the prior written consent of the disclosing party unless; (i) the information was known to the receiving party prior to this Agreement (or the information is publicly known); (ii) the information is lawfully provided to the receiving party by a third party; (iii) the information is required to be disclosed by law or by a court of law; (iv) the disclosure is permitted or contemplated by this Agreement. Customer understands and acknowledges that Line UK Internet and Partners Intellectual Property (defined below) constitutes Confidential Information of Line UK Internet and/or Partners.

In the normal provision of the Services, Customer's traffic is processed electronically and is not reviewed by Line UK Internet Ltd or by Line UK Internet's Partners. It is understood that Customer's traffic constitutes Confidential Information of the Customer. Line UK Internet or Partners will not rent, sell or license personally identifiable data with a third party without the Customer's unless required to do so by law or to enforce this Agreement. Line UK Internet Ltd and Partner notwithstanding the foregoing, reserve the right to utilise any content of the traffic in order to maintain, improve, test or study the performance and functioning of the Services. Additionally some information may be aggregated and shared as part of a larger set of statistics, such as statistics about the size of Line UK Internet Ltd and/or Partner overall customers, success rates and size of traffic. Cookies may be used by Line UK Internet Ltd and Partners to track user session information, access codes, and to improve the users website navigation or experience. Cookies do not hold any personal information.

13. INTELLECTUAL PROPERTY

The Services inclusive of any associated hardware, websites, passwords or codes, software, tools and components are and will remain the sole property of the Partner or Supplier and its licensors respectively and where applicable Line UK Internet Ltd.

Line UK Internet Ltd, Partners or its licensors, respectively, will at all times retain sole ownership of all right, title and interest in and to the Services including any derivative works thereof and including but not limited to patents, trademarks and service marks rights, trade secrets, copyrights, moral rights and all other intellectual property rights ("Intellectual Property"). Customer agrees that it is acting on behalf of itself, its employees and agents and that it will not alter or remove trademarks, or other property notices, symbols, labels or legends that appear in the Services or other material delivered by Line UK Internet Ltd and/or Partners.

14. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT ANY USE OF THE SERVICES BY CUSTOMER IS AT CUSTOMER'S SOLE RISK. CUSTOMER FULLY ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND LINE UK INTERNET LTD, ITS PARTNERS INCLUDING ANY ASSOCIATED LICENSORS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, OR NON-INFRINGEMENT. IN NO EVENT WILL LINE UK INTERNET LTD ITS PARTNERS OR ASSOCIATED LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE USE OF SERVICES AND THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY LOSS OF, OR LOSS OF USE OF, ANY DATA, SOFTWARE, EMAILS, WEB TRAFFIC, DELAYS OR FAILURE TO DELIVER EMAILS OR WEB TRAFFIC, BUSINESS INTERRUPTION, DELAYS OR FAILURE TO DETECT UNDESIRABLE WEB TRAFFIC OR MALWARE OR EMAIL, OR WRONGFULLY IDENTIFYING EMAIL FOR FILTERING OR AS CONTAINING MALWARE, OR WRONGFULLY IDENTIFYING WEB TRAFFIC) HOWSOEVER CAUSED AND AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, EVEN IN THE EVENT THAT LINE UK INTERNET LTD AND/OR ITS PARTNERS HAS BEEN PRE-ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN DOES NOT MEET ITS ESSENTIAL PURPOSE. NEITHER LINE UK INTERNET LTD, ITS LICENSORS OR ITS PARTNERS OR ITS PARTNERS LICENSORS WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED.

Notwithstanding the foregoing, Customer acknowledges that Malware are regularly created and distributed, and the Services are intended to detect only specific known Malware and some unknown Malware behavior patterns. Furthermore, Customer fully understands and acknowledges that Line UK Internet Ltd and its Partners does not warrant that the Services will detect all Malware and in addition customer understands that false Malware detection might occur and if in any doubt, Customer should contact Line UK Internet Ltd to assess if a positive detection is correct. Customer further acknowledges that the Services may not be able to scan certain emails or email attachment or web traffic that are in direct control of the website owner or the email sender (such as encrypted email attachments or components).

15. WAIVER

The failure of a party to enforce or exercise any right under this Agreement shall not operate to bar the exercise of enforcement of it at any time or times thereafter and shall not be deemed to be a waiver of that right.

16. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold Line UK Internet Ltd and its Partners harmless from and against any and all claims, damages, fines, penalties, losses, liabilities and expenses including reasonable legal fees arising out of or relating to (i) any breach of Customer of this Agreement; (ii) any taxes arising from the Services whether in effect now or arising in the future (excluding taxes arising out of Line UK Internet Ltd and its Partners income); (iii) any information or content passing through the Services and/or Line UK Internet Ltd or its Partners network to or from Customer; (iv) claims by any third-party arising from Customer's use of the Services (excluding reasonable claims that the Services as provided by Line UK Internet Ltd or its Partners infringe third-party intellectual property rights).

17. JURISDICTION AND GOVERNING LAW

This Agreement and any interpretation or constructions thereof shall be governed and interpreted in accordance with English Law. Furthermore, the place of performance and transaction of business shall be deemed to be in the England, and in the event of litigation with Line UK Internet Ltd, the exclusive venue and place of jurisdiction shall be in a court of England. The parties hereby submit themselves to the jurisdiction and venue of such courts.

In any dispute related to the enforcement of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and fees, including but not limited to legal/lawyer fees incurred.

Customer agrees that regardless of any statute or law to the contrary, any cause of action or claim arising out of this Agreement must be filed within one (1) year after such cause of action or claim arises.

18. BINDING EFFECT AND ASSIGNMENT

This Agreement shall be binding on the parties and their respective successors and assigns. Customer shall not assign this Agreement without the written consent of Line UK Internet Ltd.

19. NOTICE

Any notice required in this Agreement shall be delivered either by facsimile to the facsimile number set forth on the Service Order or by the UK postal mail service sent to the postal address set forth on the Service Order. Such notice shall be deemed effective upon receipt.

20. SURVIVAL

Certain rights and obligations which by their nature should survive will survive the termination of this Agreement, including but not limited to Sections 1, 4, 9, 11-19 and 21.

21. PUBLICITY

During the term of the Agreement, Customer agrees that Line UK Internet Ltd and its Partner may identify Customer as a customer in press releases, newsletters, on websites, oral and written presentations and other marketing and promotional material. Customer agrees to act as a reference to Line UK Internet Ltd and Partner and to provide comments for publication upon reasonable request from Line UK Internet Ltd or Partner providing such request does not impose a burden to Customer.